



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and []
(Reg No.)

for

Provision for Cleaning and Gardening services for
Northern Grid (Rustenburg and Carletonville CLN)

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CONTRACT No. []

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PROVISION FOR CLEANING AND GARDENING SERVICES CONTRACT FOR THE PERIOD OF THREE (3) YEARS IN TRANSMISSION NORTHERN GRID RUSTENBURG AND CARLTONVILLE SITES.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	Ten million three hundred and fifty thousand rands only	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- | | |
|---------|--|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data |
| Part C3 | Scope of Work: Service Information |

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Eskom Holdings SOC (Pty) Ltd)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

Name &
signature
of witness

Date

(Eskom Holdings SOC (Pty) Ltd)

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: [Redacted] dispute resolution Option [Redacted] and secondary Options [Redacted]	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name): Address	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	Mduduzi Mkhabela Rustenburg TX Substation 011 871 3213 mkhabemm@eskom.co.za
11.2(2)	The Affected Property is	Northern Grid
11.2(13)	The <i>service</i> is	The cleaning and gardening services, for all the Eskom owned buildings in Rustenburg and Carletonville sites of Northern Grid Transmission Sites.
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	09h00
30.1	The <i>starting date</i> is.	
	The end date is	
30.1	The <i>service period</i> is	Three Years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the [•] day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 days
51.3	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this

		section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [•] 2. [•] 3. [•]
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. Republic of South Africa the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	

X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	[•] days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:
- If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
-

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract

	Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

As Per Bill of Quantities

Pricing structure

Note: Potential tenders to indicate what their tendered prices will be based on for the second and third year.

PART 3: SCOPE OF WORK

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

Provision of Cleaning and Gardeners at Eskom Transmission within Northern Grid

Executive overview

The employer (Eskom Holdings SOC Ltd) requires the provision of cleaning and station attended services to Eskom Transmission Northern Grid (Rustenburg and Carletonville CLN) for the period of 36 months.

CLEANING SERVICES

Daily cleaning service which includes:

Floors

- Clean, mop and disinfectant the floors. Heavy duty industrial vacuum cleaners, scrubbing machines, etc. must be used
- All Carpeted areas must be vacuumed daily.
- All non-carpeted areas (ramps, kitchen areas, stairways) must be washed/mopped daily with soap and water and disinfectant 3 times a day and scrubbed once a week.
- Spot cleaning of carpets must be done as required.
- Stairways must be washed/vacuumed and disinfectant 3 times a day

Furniture/upholstery / chairs and coaches (daily)

- Wipe the furniture i.e. tables especially after every meeting or tea /lunch, with mixture of water and soap and disinfectant.
- All furniture, pictures, top of office dividers, etc. to be dusted and polished.
- Telephones to be cleaned with water and soap and disinfectant (wet cloth) 3 times a day
- Computer equipment to be dusted with a feather duster or dry cloth.
- Upholstery of fabric chairs and couches to be vacuumed once a week.
- Couches and chairs upholstered with leather, to be properly cleaned with a soft cloth (daily) and to be treated with applicable leather cream, once a month.
- Washing of fabric chairs and coaches with water and chemical as an when required.

Cloak /Guard rooms/ standby rooms

- Wall tiles – complete wash with water & soap and disinfectant – once a week. (daily Register – Supervisor)
- Toilet seats top and bottom including basins – to be cleaned with water, soap and disinfectant – 3 times a day. (Register – Supervisor)

Walls, office doors, door handles & hand rails

- Walls to be spot cleaned up to reach height - daily. (Not allowed to use chairs or ladders without FAS)
- Window sills to be cleaned with a wet cloth and disinfectant - daily. (Daily check list)
- Skirting, including power skirting, to be cleaned and disinfected (wet cloth to be used) – once a week. (Register – Supervisor)
- Office Doors to be cleaned with water, soap and disinfectant (Marks to be removed) – 3 time a day. (Daily check list)
- All door handles to be cleaned with water, soap and disinfectant – 3 times a day. (Daily check list)
- All door handles to be polished – once a week. (Register – Supervisor)
- All hand rails on stairways to be cleaned with water, soap and disinfectant – 3 times a day. (Daily check list)

Waste paper bins (daily)

- All waste paper bins to be emptied and washed with water, soap and disinfectant – twice a day – to be fitted with plastic bags (hygiene) – (Daily check list)
- Refuse bags with refuse, empty boxes, etc. to be removed to refuse area and stacked in a tidy orderly manner. – twice a day.

Spot Cleaning

- Check all cloakrooms three times a day and replenish toilet paper, liquid hand soap, toilet wipes and hand paper towels. (Daily check list)
- Toilet bowls and hand wash basins to be spot cleaned with water, soap and disinfectant three times a day. (Daily check list)
- Reception area to be properly cleaned with water, soap and disinfectant (Furniture, floor, and counter) – twice a day (Daily check list)
- Emergency exits – to be cleaned with water, soap and disinfectant daily. Areas are to be kept free from obstacles – twice a day (Daily check list)

Kitchen Service

- Wipe the fridge doors, microwave doors with water, soap and disinfectant 3 times a day
- Wipe the taps and fittings (on the basin) with water, soap and disinfectant
- All containers (Tea, Coffee, sugar and Milk) are to be kept filled with ingredients. 3x times daily
- Provide tea/coffee, etc at meetings and courses as required. (Boardroom booking forms)
- Collect food and beverages from canteen and deliver to boardrooms/meetings/courses. As required.
- Safe keeping of Eskom utensils on daily basis and clean and tidy the kitchen. (Kitchens to be tidied at all times)
- Responsible for ingredients and crockery issued to them.
- Kitchens to be locked after hours
- Kitchens and equipment to be kept clean and neat at all times - (Daily check list - morning and afternoon)
- Kitchen cupboards to be emptied and properly cleaned with water, soap and disinfectant – once a week.
- Fridges to be properly cleaned – daily with disinfectant – weekly and defrosted –once a month.
- Microwave ovens to be properly cleaned with water, soap and disinfectant 3 times a day
 - All wash cloths and towels to be kept clean and hygienic at all times – daily
- Bins – empty bins regularly (3 to 4 times a day) and replace refuse bags (as needed)

Entrances

- Tiles and stairs to be cleaned and disinfectant on a daily basis (Register – Supervisor)
- Areas to be spot checked and tidied – 3 times per day
- Main entrance windows and doors to be cleaned daily up to reaching height – 3 times per week (in the Morning)

External cloak room

- Toilet bowl to be cleaned and scrubbed with disinfectant 3x times a day (Daily check list)
- Hand wash basin to be cleaned and disinfectant daily and spot cleaned 3x times a day. (Daily check list)
- Taps and fittings, basin outflow (drain) to be cleaned and disinfectant 3x times a day, steel wool to be used to clear all alkaline deposits (Daily check list).
- Cloak room floors to be cleaned and disinfectant daily. (Daily check list)
- Cloak room floors to be stripped – once a month. (Register – Supervisor)

- Walls to be spot cleaned and disinfectant – daily. (Daily check list)
- • Doors to be cleaned and disinfected and markings to be removed, door handles to be polished 3 times a day (Register – Supervisor)

Toilets

- Clean and disinfectant toilet bowls seat and tap for the Urinals 3 times a day
- Clean and disinfectant toilet flash tap 3 times a day
- Clean and disinfectant hand soap holders 3 times a day
- Clean and disinfectant taps and fittings, hand wash basins 3 times a day
- Clean and disinfectant doors and door handles 3 times a day
- Descale and remove algae, bacteria and uric encrustations from all areas
- Clean and disinfect both internal and external surfaces
- Replenish of paper towels and toilet papers, deodorizers as and when required

Urinals

- Descale and remove algae, bacteria and uric encrustations from the unit of fitment
- Remove trap where possible and clean, disinfectant and clear away all waste around and inside the trap
- Clean and disinfectant both internal and external surfaces of the unit
- Replenish of Pmat as and when required

Hand Basins, Showers, Baths and Sinks

- Remove all scale deposits and algae from surfaces
- Clean and disinfectant both internal and external surfaces of the fitments
- Clear overflows and waste pipes of accumulated waste deposits
- Clear and disinfectant all taps, plugs, chains, outlets, channels and gullies

NB: Cleaning consumables and disinfectant must be SABS Approved. Areas must be cleaned with water and soap and disinfectant with Sodium Hypochlorite or Hydrogen Peroxides
Deep cleaning to be done as and when required

General

- Clean and disinfectant accessible surfaces of fixtures
- Where possible remove shower drains, traps on urinals and basins, gratings and other parts so the unit can be cleared thoroughly
- Wash and disinfectant all walls, partitions and floors surrounding the units
- High pressure cleans all units to flush deposits or growths through the plumbing and into the main line
- Deep cleaning and disinfectant of chairs and surfaces
- Issue a service certificate on completion of the work
- Report all defective plumbing and sanitary fitments

DECONTAMINATION

The scope of service in this contract relates to the management, supervision, labour, supply and use of hazardous chemical substances for when required decontamination for Northern Grid

SCOPE

This document covers the technical scope of work for as when required decontamination for Transmission Northern Grid

Rustenburg CLN	Substations	Number of resources
	Ararat	2 resource (1 cleaner & 1 gardener)
	Bighorn	2 resource (1 cleaner & 1 gardener)
	Dinaledi	2 resource (1 cleaner & 1 gardener)
	BAYERS 235 Offices (CBD)	2 resources (2 cleaners)
	Marang	2 resource (1 cleaner & 1 gardener)
	Ngwedi	2 resource (1 cleaner & 1 gardener)
	Trident	2 resource (1 cleaner & 1 gardener)
Carltonville CLN		
	Carmel	2 resource (1 cleaner & 1 gardener)
	Hermes	2 resource (1 cleaner & 1 gardener)
	Midas	2 resource (1 cleaner & 1 gardener)
	Mokodi	2 resource (1 cleaner & 1 gardener)
	Pluto	2 resource (1 cleaner & 1 gardener)
	Watershed	2 resource (1 cleaner & 1 gardener)
Total number of resources		26

SCOPE INCLUSIONS

The scope includes management, supervision, labour and the use of hazardous chemical substances for the decontamination of Eskom Transmission Northern Grid

- Service is for as when required –off precautionary treatment of all touchpoints in office and workshop areas.
- Door handles and doorknobs, handrails, push plates, light switches, remote controls, window seals, floors and taps.
- Office desks and furniture, Telephones, Chairs and tables used in common kitchens.
- Shared computers, Shared kitchen appliances (e g kettles, microwave ovens, and fridge door handles etc.).
- Press Buttons e.g. Lift and Door press buttons as applicable
- Furniture, pause areas, meeting rooms, common areas and offices, kitchens, workshops, toilets and change rooms, Eskom Medical Centre, Reception areas, etc.

INSTRUCTIONS GUIDE

Prior to the commencement of the decontamination exercise, the Contractor must ensure that all the identified areas should be thoroughly cleaned, clean with water and detergent and then wipe the area with disinfectant chlorine based or hypochlorite solution 1000ppm/0.1% (e.g., 4 sachets of biocide 6g packet to 9L of water or 70% alcohol surface cleaner or disinfectant wipes thereafter, immediately the decontamination can commence.

For disinfection one can use:

- Diluted household sodium hypochlorite or hydrogen peroxides (bleach solutions (if appropriate for the surface))
- Alcohol solutions (with at least 70% alcohol)
- EPA registered household disinfectants

Please Ensure:

- Proper ventilation
- Check expiration date
- Never mix household bleach with ammonia or any other cleanser
- Unexpired household bleach will be effective against coronaviruses when properly diluted.

SPECIFICATIONS AND STANDARDS

1.4.1 The Long-term antimicrobial treatment for surfaces can be applied to all types of surfaces and touchpoints such as handles, basins, bathtubs and showers, tiles, countertops, shower curtains, grout, sinks, washable walls, wallpaper, floor, concrete and stone, waste bins, stainless steel and aluminium surfaces, carpet and upholstery, furniture, amongst others.

1.4.2 The Product is safe to apply on Food contact surfaces but must be completely dry before working on those surfaces.

1.4.3 The porous surfaces may require a greater amount of product due to increased absorption. For soft porous surfaces such as carpeted floor, rugs and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on those surfaces.

1.4.4 Use products with the approved emerging viral pathogens (*99 anti-germ signs) claims that are suitable for porous surfaces

1.4.5 Active Components: 3-(trimethoxysilyl) propyldimethyl-octadecyl ammonium chloride ($\leq 3.0\%$ w/w).

THE CONTRACTOR MAKES PROVISION FOR:

1.5.1 The supply of labour for the decontamination services;

1.5.2 Supervision and inspection for the decontamination services;

1.5.3 Supply of all chemicals and all other items associated with providing a satisfactory service;

1.5.4 All items moved around e.g. furniture and chairs, must be returned back to their original space.

1.5.5 The supply of COVID-19 PPE

1.5.6 The supply of transport for the labour force and decontamination equipment

1.5.7 The Service provider should immediately issue a Certificate of completion of the service

PERSONAL PROTECTIVE EQUIPMENT AND HAND HYGIENE

- 1.6.1 Cleaning staff should wear disposable gloves, masks (surgical masks) and gowns for all tasks in the cleaning process, including handling trash
- 1.6.2 Gloves and gowns should be compatible with the disinfectant products being used
- 1.6.3 Additional PPE might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash especially to the eyes
- 1.6.4 Gloves and gowns should be removed carefully (i.e., after leaving the office or area to avoid contamination of the wearer and the surrounding areas)
- 1.6.5 NOTE: wash hands with soap and water after removing gloves.
- 1.6.6 Cleaning staff should immediately report breaches in PPE (e.g. tear in gloves) or any potential exposures to their supervisor
- 1.6.7 Cleaning staff and others should wash hands often with soap and water for 20 seconds, including immediately after removing gloves
- 1.6.8 If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer (that contains at least 60% alcohol) can be used.
- 1.6.9 Service Provider must ensure workers are trained on the hazards of the cleaning chemicals used in the workplace in accordance with OSHA's Hazard Regulations
- 1.6.10 Service Provider must comply with OSHA's standards on biological agents including proper disposal of regulated waste and PPE

1.7 AUDITS

- 1.7.1 The Employer's representative may in accordance with a predetermined programme carry out audits on the Contractor's processes supporting any work done or to be done in terms of this contract, as well as on the work actually carried out. The Employer's representative shall give the Contractor notice of the intention to perform an audit in order that the Contractor may provide a representative observer.
- 1.7.2 Depending on the findings of such an audit, the Employer's representative may notify the Contractor of an NCR. The Contractor shall notify the Employer's representative of the actions he/she intends to take to clear the NCR, and by when he/she will have taken them. The Contractor maintains a database system to record and track all NCR's raised and reports these to the Employer's representative monthly.

1.8 THE EMPLOYER MAKES AVAILABLE THE FOLLOWING:

- 1.8.1 Detailed activity schedule including date and time and updates as required from time to time.
- 1.8.2 Ablution facilities are available within the buildings.
- 1.8.3 Potable water supply.
- 1.8.4 Plant permits where required prior to work commencing.
- 1.8.5 Medical services are available at the medical centre in case of emergency and expenses incurred are for the Contractor's account.

Training requirements

The supplier to provide training as stipulated below for their employees and ensure certificates are kept up to date.

Item	Required Training	Gardener	Cleaner
1.	ORHVS (HVO 01)	Yes	No
2.	Hira	Yes	Yes
3	ELW001-Supervision in Electrical areas	Yes	No
4	High Voltage Awareness	Yes	No
5	0L2002 - Equipotential earthing	Yes	No
6	First Aid level 1	Yes	Yes
7	Use of Bush/Brush cutter	Yes	No
8	Herbicide application	Yes	No
9	Fire fighting	Yes	Yes

Gardener

A. Grass area

All established garden lawns to be mowed, grass edges are to be trimmed, fertilized, top dressing and cuttings raked every week (September-April) and fortnightly (May-August)

B. Flower bed areas

All areas currently planted with shrubs and/or ground covers within the outer boundary fence line will be kept clean and neat. This will entail hand weeding, soil aeration and trimming of shrubs to maintain a groomed appearance.

C. Paved areas

- Sweeping of all the internal roads, weed killing on parking and paved areas is required on a regular basis, to ensure that they are clean at all times.
- Picking waste/trash within and around the office yard.

D. Bank areas

All banks are to be maintained on a regular, on-going basis and are to be maintained for the contract period. The grass undergrowth will be included in on-going maintenance.

E. Watering

Sufficient hoses are to be supplied for hand watering and sprinkling of flower bed areas on rotational basis. Free access to Eskom water point will be available.

F. Cutting height

- Brush Cutters
 - Not less than 50mm
 - Not more than 100mm
- Push mowers
 - Not less than 20mm
 - Not more than 40mm

G. Trimming

All areas indicated at the site form part of this contract, the grass against the perimeter fence as well as around buildings, manholes, paths, concrete or brick structure, flower beds etc. is to be trimmed and shall be considered as part of the grass cutting operation.

All garden cuttings and refuse is to be stacked in an appropriate holding area, and then removed from site to the dedicated municipal garden waste area on a weekly basis.

H. Cleaning of garden tools

All gardening tools to be cleaned with water, soap and disinfectant with SABS Approved (Sodium Hypochlorite or Hydrogen Peroxides) 3 times a day.

I. High Voltage Yards Weeding (Courses needed are ORHVS(HVO-01, Supervision, Herbicide, HIRA, Brush cutter & Lawn mower & Fire Fighting) - General weeding and Herbicide application will be done on the weekly basis

J. Substation Maintenance/Activities

To help perform non-dangerous activities restricted and prohibited areas.

K. The service provider will provide training for both High Voltage Yards Weeding and Restricted areas

SAFETY

All foreign matter, stones, etc. shall be removed prior to commencement of each cut to prevent damage to equipment, buildings, vehicles and injury to personnel and public.

SECURITY

The names and identity numbers of all workmen engaged in the work are to be submitted when the contract is awarded and shall be amended as required. The workmen must substation security induction. The contractor shall nominate a responsible person who will be in charge of the site.

ACKNOWLEDGEMENT OF SOURCES:

- Centre for Disease Control (CDC) and prevention
- OHSa Covid-19 websites
- CDC Home Care Guidance
- ESKOM Medical Centre

PROGRAM

The Contractor shall submit a single programme that incorporates the programmes of all his activities as well as that of direct or nominated sub-contractors.

QUALITY MANAGEMENT SYSTEM

The *Contractor* shall be required to provide or maintain a quality management plan.

MANAGEMENT

The Contractor shall provide and maintain a high level of skilled management organization and resources, to ensure the successful and timely completion of the Contract. Information is to be provided by the Consultant at tender stage and this shall be deemed to define the Contractor's intentions in this respect. It is also a requirement that the Contractor submits a project organogram.

MONTHLY REPORTS

The contents of the report may vary from month to month depending upon the phase of the project and/or the items of management focus. However, the basic framework of the report consists of the following:

- Narrative in an executive summary format identifying major movement within the reporting period.
- Status overview
- Key issues / Items of Concern and Corrective actions.
- Progress curves and tabular progress reports.
- Cost and Cash flow
- Recruitment update

The monthly progress reporting cycle is based on a month end "cut-off".

RESOURCES

The Contractor shall provide adequate resources to execute the work.

PROJECT METHODOLOGY

The Contractor shall submit a detailed proposal outlining methodologies of how he intends executing the work.

RESOURCE REQUIREMENTS

The Contractor shall ensure that highly skilled personnel are dedicated to the project.

IMPLEMENTATION PLAN

The Contractor is required to submit a detailed implementation plan

SCOPE OF WORK EXCLUDED FROM CONTRACTOR

N/A

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		√
Environmental requirements		√
Site regulations and access control		√
<u>Technical specifications:</u>		√

3. Constraints on how the *Contractor* Provides the Service

3.1 Meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and Safety file inspection	Quarterly on the 1 st week of the month	Trident Substation	<i>Employer risk representative, Contractor risk representative</i>
Overall contract progress, compensation events and feedback	Quarterly	MS Teams	<i>Employer representative, Contractor representative</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.2 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number-----;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

PDF invoice to be send to Mwp@ eskom.co.za and for queries the contact number is 011 800 5060

3.5 BBBEE and preferencing scheme

1. Services and other things provided by the *Employer*

Item	Date by which it will be provided
Access to the Premises	
Water and Electricity	

2. *Employer's* requirements for the services

OTHER THINGS

NB:

Safety file needs to be handed in at the SHEQS department before work can commence on site.

6. Property affected by the *service*

Rustenburg CLN			
	1	Ararat substation	Rustenburg
	2	Trident substation	Rustenburg
	3	Dinaledi substation	Brits
	4	Bighorn substation	Marikana
	5	Ngwedi substation	Rustenburg
	6	Marang substation	Rustenburg
	7	Beyers Naude town	Rustenburg
Carletonville CLN			
	8	Carmel substation	Carletonville
	9	Watershed substation	Lichtenberg
	10	Pluto substation	Klerksdorp
	11	Midas substation	Klerksdorp
	12	Mookodi substation	Vryburg
	13	Hermes substation	Klerksdorp
Total number of sites			13

C3.4 Requirements for the programme

The *Contractor* shall also provide an organisation chart **showing the personnel to be employed for the *works***, along with a detailed CV of all key personnel.

OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.

The following Statutory non-working days are included within the contract period:

- ☐ All Public Holidays for the duration of the contract.
- ☐ The programme must clearly indicate the non-working days for the entire construction period.

C3.4.a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization's activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

C3.4.b) includes a commitment to continual improvement and prevention of pollution;

The words "continual improvement" and "pollution prevention" do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction (for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

C3.4.c) includes a commitment to comply with relevant environmental legislation and regulations,

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

Exceptions to this are where:

- a) The authorities have been informed of the non-compliance in writing;*
- b) A corrective action programme is in place;*
- c) Evidence is available that the authorities have accepted the corrective action programme;*
- d) Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

C3.4.d) and with other requirements to which the organization subscribes.

The “*other requirements*” may include:

a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;

b) Agreements with public authorities;

c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and

d) Corporate or Head office requirements.

- If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:
 - 1) The certification body will verify compliance with these requirements;
 - 2) Compliance with those requirements will not be included in the scope of the certificate; and
 - 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

C3.4.e) provides the framework for setting and reviewing environmental objectives and targets;

The policy should be sufficiently detailed to provide a yardstick against which the organization’s environmental performance can be evaluated.

The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.

C3.4.f) is documented, implemented and maintained ...

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

The policy must be reviewed periodically - at IEA.st annually.

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization's environmental management system for several years.

C3.4.g) ... and communicated to all employees.

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or "toolbox talks" meetings.

A person's level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this

C3.4.h) is available to the public

The policy must be available to any interested party on request.

The words "is available" do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public

3.4. i) Key component of the policy

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a. Be relevant and straightforward;
- b. Relay that protection of the environment is a top priority of the organization;
- c. Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d. Clearly specify which organizational activities are covered by the statement;
- e. Be a natural jumping-off point for setting environmental objectives and targets;
- f. Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

C3.4.j) Communication, promotion and support of policy

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers

Item	Date by which it will be provided
Formal approval/access by Protective Services/Security to the area's that will be serviced	Commencement of service
Water	Commencement of service
Electricity	

The *Supplier* or any of its staff may not use the employer's access cards allocated to them to allow any other people into the Employer's premises.

No alcohol/drug substances will be allowed on the employer's premises.

C3.5.2) LIFE SAVING RULES

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation.

The five Eskom Lifesaving Rules are as follows:

Rule 1: *Open, isolated, tests, Earth, bond and/or insulate before touch*

Rule 2: *Hook up at height*

Rule 3: *Buckle Up*

Rule 4*Be Sober*

Rule 5:*Ensure that you have a permit to work*

Requirements for the plan

Contractor to provide a plan in PDF Format, of how Each discipline in terms of Healthcare and Hygiene services will be provided for the different Eskom Offices.

ACCEPTANCE NOTE

**I/WE _____ HEREBY ACCEPT/REJECT THE ABOVE
TERM FOR BREACHING OF LIFE SAVING RULES.**

SIGNED BY: _____ DATE:

_____/_____/_____/

C3.5.3) Guidelines for Compiling an Environmental Policy

Environmental policy

The environmental policy is the driver for implementing and improving the organization's environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

Top management shall define the organization's environmental policy and ensure that it:

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.

LEGAL COMPLIANCE GUIDE IN COMPLIANCE TO CONSTRUCTION REGULATION

1. CLIENT RESPONSIBILITIES

(PLEASE INDICATE WITH A (✓) IN THE **YES** OR **NO** BOX TO THE FOLLOWING QUESTIONS)

1. PREPARED THE HEALTH AND SAFETY SPECIFICATION
YES / NO

2. PROVIDE ANY OTHER INFORMATION RELEVANT TO THE PRINCIPAL CONTRACTOR THAT MIGHT IMPACT ON THE HEALTH AND SAFETY OF PERSONS DURING THE EXECUTION PHASE
YES / NO

2. PRINCIPAL CONTRACTOR RESPONSIBILITIES

(PLEASE INDICATE WITH A (✓) IN THE **YES** OR **NO** BOX TO THE FOLLOWING QUESTIONS)

1. REGISTERED AND IN GOOD STANDING WITH THE COMPENSATION COMMISSIONER

YES / NO

2. PREPARED AND SUBMITTED THE HEALTH AND SAFETY PLAN DURING TENDERING
YES / NO

3. PROVIDED COST OF HEALTH AND SAFETY DURING TENDERING
YES / NO

4. CLAUSE INDICATING THAT THE SAFETY FILE TO BE SUBMITTED TO CLIENT UPON
COMPLETION OF THE PROJECT (PROJECT MANAGER)

YES / NO

**C3.5.4) QUALITY ASSESSMENT CHECKLIST TO BE CONDUCTED ON THE LISTED
ITEMS, ON PER "WORKS ORDER".**

HEALTH AND SAFETY REPRESENTATIVE APPOINTMENT (SECTION 17)

AUTHORIZED SECTION 16(2) ASSIGNEE D SECTION 16 (2) ASSIGNEE:

I HAVE BEEN ASSIGNED BY AN AUTHORIZED 16(2) WITH THE DUTY OF
ENSURING COMPLIANCE WITH THE OHS ACT WITHIN MY AREA. OF
RESPONSIBILITY.

I HEREBY ASSIGN YOU TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN
TERMS OF SECTION 17.
ASSIGNMENT

I, (AUTHORIZED 16(2)) _____ DO HEREBY DESIGNATE

_____ TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN
THE FOLLOWING AREA. (S):

DESIGNATED FUNCTIONS AND AUTHORITY

AS THE HEALTH AND SAFETY REPRESENTATIVE FOR YOUR AREA. OF
DESIGNATION, YOUR FUNCTIONS MAY INCLUDE, BUT SHALL NOT BE LIMITED
TO:

- * REVIEWING THE EFFECTIVENESS OF THE HEALTH AND SAFETY MEASURES
WITHIN YOUR AREA. OF DESIGNATION.
- * ASSESSING THE POTENTIAL HAZARDS TO THE HEALTH AND SAFETY OF THE
EMPLOYEES WITHIN YOUR AREA. OF DESIGNATION.
- * INVESTIGATING THE CAUSES OF INCIDENTS WITHIN YOUR AREA. OF
DESIGNATION, AND ALL COMPLAINTS FROM THE EMPLOYEES WITHIN YOUR

AREA. OF DESIGNATION, RELATING TO THEIR HEALTH AND SAFETY.

* INSPECTING THE WORKPLACE AND REPORT ON SUCH INSPECTION, AND THE ASPECTS MENTIONED IN (A), (B) AND (C) ABOVE, TO THE EMPLOYER.

* PARTICIPATING IN THE INVESTIGATIONS INTO INCIDENTS, WITHIN YOUR AREA. OF DESIGNATION, AS CONTEMPLATED IN SECTION 18.

* YOU SHALL SERVE ON THE RELEVANT HEALTH AND SAFETY COMMITTEE.

SECTION 19 (2) (A)

AUTHORIZED (16)2 SIGNATURE

DATE

ACCEPTANCE OF DESIGNATION

I, _____ DO HEREBY ACCEPT THE ABOVE ASSIGNED DUTIES AND ACKNOWLEDGE THAT I UNDERSTAND THE REQUIREMENTS OF THIS DESIGNATION.

THE APPOINTMENT IS WITH EFFECT FROM _____ UNTIL

DESIGNATED SECTION 17(1) SIGNATURE

DATE

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task-by-Task basis

Task Order No. [•] *service* [•]

To:

[•]
..... (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per [•]
week

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

Total of Prices for items of work on the Price
List (details attached)

R. _____

Total of Prices for items of work not on the Price
List (details attached).

R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)

Signed: _____ Date _____

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: _____ Date: _____

(for *Employer*)

- The *Supplier* – have to submit a quotation against contracted rates.
- The *Employer* – have to issue a formal task/order number as acceptance of the Supplier quotation.
- No work will commence without an official and approved task order – ORDER NUMBER from the *Employer*.
- The *Employer* – will not process any contract payments deviating from the approved contract values and terms.
- The *Employer* - will scrutinize each invoice against the contracted hours worked/number of employees prior to approval of the processing of payments. (Within the required standards and quality as set out in this document.)
- The *Employer* - will process payment.
- The *Supplier* – will comply with the Employer Building Safety Health and Evacuation requirements by completing and signing the Building visitors register with every visit.

SDL & I REQUIREMENTS

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I undertakings do not form part of scoring but commitments will form part of contractual obligations

1. **BBBEE requirements:** All tenderers must at a minimum maintain their BBBEE status throughout the contract period.
 - Valid BBBEE certificate from a SANAS accredited verification agency or a Valid Sworn Affidavit.

2. **Jobs**

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

3. **Skills Development**

Tenderers are required to propose against the following training initiatives.

Criteria	Eskom Target	Tenderer Commitment
Safety Officer	2	